

Harrison Co.

AFSCME #2770 (Roads)

7/1/2006 6/30/2009

**AGREEMENT**

**Between**

**Local 2770 of the American  
Federation of State, County and  
Municipal Employees, Iowa Council 61, AFL-CIO**

**And**

**Secondary Road Department Harrison County, Iowa**

**2006 – 2009**

**PREAMBLE**

This Agreement entered into by Local #2770 affiliated with the American Federation of State, County and Municipal Employees, Iowa Council 61, AFL-CIO, hereinafter referred to as the Union, and Secondary Road Department, Harrison County, Iowa, hereinafter referred to as the Employer, has as its purpose, the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and such other provisions as are set forth herein.

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## **ARTICLE I**

### **Recognition**

The Employer recognizes AFSCME/Iowa Council 61 and affiliate Local 2770 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Union") as the certified, sole and exclusive bargaining agent for the purpose of establishing salaries, wages and hours and other conditions of employment for the employees in the bargaining unit certified by the Iowa Public Employment Relations Board on December 27, 1978.

**INCLUDED:** All regular and part-time truck drivers, heavy equipment operators, motor freight operators, laborers, mechanics, shop persons, welders, tire person and yard person.

**EXCLUDED:** Road foreman, shop foreman, inspector survey party chief, confidential secretaries, County Engineer, assistant to the engineer and all others excluded under Section 4.2 of the Act.

## **ARTICLE II**

### **Dues Check Off**

The Employer shall deduct Union dues from the pay of employees under the following terms and conditions:

- A. Dues will be deducted only from the pay of those employees who have requested such deduction in writing.
- B. Dues deduction may be terminated by an employee on thirty (30) days' written notice to the Employer and the Union.
- C. The local Union president and treasurer shall certify to the Harrison County Auditor the amount of dues to be deducted from each paycheck and transmit a copy of the signed dues check off card.
- D. The amount of dues to be deducted shall be changed no more than once per year.
- E. The Employer shall remit the dues to the Union official designated, in writing, including a list of those employees paying dues.

The list shall include the following information:

- 1) the employees Social Security number
- 2) the employees address
- 3) the amount of dues withheld for each employee

It is expressly understood that the Employer assumes no to the Union of any dues during the time that an employee is not actually working for the Employer, actually on the payroll of the Employer, and does not have a valid check off card in the Employer's possession. In the event of an error on the check off list, the Employer will not be responsible to make any retroactive adjustment. After notified of any error by the treasurer of the local Union, the Employer will then follow the deduction procedures as outlined above. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and Judgments brought or issued against the Employer as a result of any action taken or not taken under the provisions of this Article.

### **ARTICLE III**

#### **Hours of Work and Overtime**

##### **Section 1. Normal Hours of Work**

The normal working hours shall be 7:00 a.m. to 11:30 a.m. and 12:00 noon to 3:30 p.m., Monday through Friday. The normal workday shall consist of eight (8) working hours. However, management reserves the right to extend the workday to ten (10) hours when necessary to more efficiently complete the work of the County. When that is determined to be necessary, notice will be given in advance as per Section 2 of this paragraph. Where practical, when expanding to a ten hour workday, management shall strive to minimize the negative impact of the schedule change on the non-work related activities of the employees. Travel time from point of origin to site of work and return shall be considered part of the workday. Point of origin for all workers shall be their respective maintenance building or duty station to which each employee will be assigned.

##### **Section 2. Work Shift**

Employees shall be scheduled to work a regular work shift, and each work shift shall have a regular starting and quitting time. The Employer shall provide five (5) workdays' written notice before changing regularly scheduled work hours, shifts, or schedules. In case of emergency, such as snow, flood, or natural disaster, such notice provision is not applicable.

##### **Section 3. Definitions**

A. Overtime is time that an employee works in excess of the scheduled eight (8) or ten (10) hour work day.

B. Work time is: (1) all hours during which an employee is on his regular shift or has been directed by a foreman or the County Engineer's Office to perform service for the Employer shall be considered time worked for the purposes of computing overtime; and (2) rest period taken in accordance with the provisions of the contract.

#### **Section 4. Overtime Compensation**

Time and one half (1½) of the Employee's regular hourly rate of pay shall be paid for actual hours worked on Saturday, Sunday and holidays and for all hours worked after the eight (8) or ten (10) hour work day. If an employee so designates when the employee submits the employee time card, overtime can be logged as compensatory time. Compensatory time may be taken with forty eight (48) hours' notice to the employee's immediate supervisor. The Employer reserves the right to vary the requested time if necessary for completion of Employer Work. However, the employee's requested time shall not be unreasonably withheld. Such compensatory time must be taken within six (6) months of being incurred or it will be paid.

#### **Section 5. Overtime Distribution**

Overtime work shall be offered substantially equally to the extent reasonable and practical to employees working within the same Job classification (see Exhibit "A") who normally perform the work involved. Overtime opportunities shall be accumulated and offered overtime not worked shall be considered as time worked for purposes of overtime distribution.

#### **Section 6. Call Back Time**

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours at the appropriate rate of pay. To qualify for call in compensation, the time worked cannot be contiguous to the end of their scheduled work shift. Employees who are called back to work in excess of two (2) hours will be paid for actual time worked.

### **ARTICLE IV Work Breaks**

#### **Section 1. Rest Breaks**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one half shift. The rest period shall be scheduled at the middle of each one half shift whenever this is feasible. Employees shall not drive from their assigned job or deviate from their assigned route without counting such travel time as part of their break.

#### **Section 2. Meal Periods**

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift. The normal lunch period shall be from 12:00 noon to 12:30 p.m.

## **ARTICLE V Holidays**

### **Section 1. Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays:

New Year's Day Veteran's Day President's Day Thanksgiving Day Memorial Day Day  
after Thanksgiving Independence Day Christmas Day Labor Day

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

### **Section 2. Eligibility Requirements**

Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation, provided he worked his last regularly scheduled workday before and his first regularly scheduled work day after the holiday, unless excused by the Employer.

### **Section 3. Holiday Pay**

Eligible employees shall be paid their current straight hourly rate of pay times the number of hours in the regular work day, if the employee performs no work.

### **Section 4. Pay for Work on a Holiday**

Employees required by the Employer to work on a designated holiday, as set forth in Section 1 above, shall be paid one and one half (1½) times their straight time hourly rate of pay, in addition to their straight time holiday pay, for actual hours worked.

## **ARTICLE VI Vacations**

### **Section 1. Eligibility and Allowance**

Employees shall be granted an annual paid vacation for the period specified below based upon the following continuous service requirements from the anniversary date of their hire.

<b>Service Requirements</b>	<b>Vacation Period</b>
After 1 year	1 week
After 2 years	2 weeks
After 6 years	3 weeks
After 12 years	4 weeks

For the purpose of computing vacation, the following procedures shall be used:  
After one (1) year of service an employee shall be granted forty (40) hours of vacation.  
On July 1 following the employee's first (1) anniversary, the employee shall be granted an additional forty (40) hours of vacation.

On an employee's second (2) anniversary, he/she will be granted forty (40) hours of vacation. On July 1 following the employee's second (2) anniversary, the employee shall be granted an additional eighty (80) hours of vacation. From then on, each July 1 the employee shall be granted eighty (80) hours of vacation until the employee has completed five (5) years of service.

On the employee's sixth (6) anniversary an employee shall be granted forty (40) hours of vacation. From then on, each July 1 the employee shall be granted one hundred twenty (120) hours of vacation until they have completed eleven (11) years of service.

On an employee's twelfth (12) anniversary, the employee shall be granted forty (40) hours of vacation. Following the employee's anniversary date on July 1, the employee shall be granted one hundred sixty (160) hours of vacation. From then on, each July 1 the employee shall be granted one hundred sixty (160) hours of vacation.

## **Section 2. Vacation Pay**

Vacation pay shall be computed at the employee's current hourly rate of pay times eight (8) hours times the number of days of vacation.

## **Section 3. Choice of Vacation**

An employee shall submit a request for vacation prior to the requested time off except in cases of unexpected emergencies. The request shall be presented to the immediate foreman. Vacation scheduling shall not be granted in less than one half (1/2) day increments, all subject to the right of the Employer to schedule vacations to fully perform the work and in this regard, never more than one third (1/3) of a classification may be on vacation at any time. An employee requesting a vacation over five (5) days must give at least a two (2) week notice and if less than five (5) days, a forty eight (48) hour written notice. Not over one half (1/2) of an employee's vacation can be taken in one (1) day increments.

## **Section 4. Work During Vacation Period**

Any employee who is requested to and does consent to work during their vacation period shall be paid for regular hours at the regular rate. In addition, the employee's vacation (with pay) shall be rescheduled to future mutually agreeable date.



## **Section 5. Vacation Rights in Case of Layoff or Separation**

Any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking their vacation, and who is otherwise eligible, shall be compensated in cash for the accrued, but unused, vacation they have accumulated at the time of separation.

## **Section 6. Carry-Over and Duration of Vacations**

Any employee may carry forward one (1) week of vacation into another fiscal year. It is agreed, however, that if an employee wants to take more than two (2) weeks of vacation at any one time, they may do so on thirty (30) days' notice, and take such a vacation between the months of December 1st to April 1st. Vacations of over two (2) weeks, not in this period, may be granted at the discretion of the County Engineer after due consideration of the needs of the Employer during the time required.

# **ARTICLE VII**

## **Leaves of Absence**

### **Section 1. Eligibility Requirements**

Employees shall be eligible for leaves of absence after one hundred twenty (120) days of service with the Employer.

### **Section 2. Application for Leave**

Any request for a leave of absence shall be submitted, in writing, to the immediate foreman. The request shall state the reason for the leave of absence requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be submitted in writing. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family illness or death) shall be answered before the end of the shift on which the request is; submitted.

A request for a short leave of absence, not exceeding one (1) month, shall be answered within seven (7) days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, the Employer shall attempt to return employees to the position they held at the time the leave of absence was requested.

### **Section 3. Paid Leaves**

#### **A. Family Death**

In the event of death in the immediate family of an employee spouse, parent, parent-in-law, child, brother, sister, brother-in-law, or sister-in-law, the employee shall be granted three (3) work days' leave of absence per occurrence, with full pay to make household adjustments, arrange for or to attend funeral services. The Employer may or may not extend this leave upon request by the employee.

In the event of death of a relative, an employee will receive one (1) day to attend the funeral or in case of the death of a close family friend, an employee will receive one (1) day to act as pallbearer. (The term "relative" as used herein shall mean the grandparents, uncle, aunt or first cousin of the employee or the employee's spouse.) In addition, if an employee is requested to act as a member or a participant in a military funeral, the employee will receive a half day leave of absence.

#### **B. Sick Leave**

Sick leave shall be granted in the case of any illness to an employee. Such sick leave may be utilized by employees when they are unable to perform their duties due to temporary disabilities such as sickness, injury, hospitalization, pregnancy, abortion, childbirth, and recovery therefrom.

Sick leave will be earned at the rate of one and one half (1½) days per month starting July 1, 1984. Sick leave may accumulate up to one hundred eighty six (186) days.

If, during any contract year, (July 1 through June 30), an employee has utilized zero (0) hours of sick leave, that employee will be paid a bonus of \$750.

These bonuses will be included as additional regular compensation in the first paycheck in September following the completion of the contract year in which the bonus was earned.

Upon separation in good standing from employment from the County, employees who are at least fifty-five (55) years of age will be allowed to convert their accumulated, unused sick leave to a bank for purposes of purchasing group health insurance after separation. The employee's sick leave balance will be converted according to the following schedule:

<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
Under 70 Days	0%
At least 70 but under 110 Days	50%
At least 110 but under 140 Days	75%
At least 140 and up to 186 Days	100%

The value of the sick leave will be determined by multiplying the number of converted days of sick leave by 8 and then multiplying the resulting number by the employee's regular hourly rate of pay (excluding longevity).

The employee may use the sick leave bank for the payment of health insurance, dependent health insurance, and/or Medicare supplement insurance premiums.

In the event of the death of the former employee during the time this extended benefit is being utilized, the balance of the account may be utilized for the continuation of dependent health insurance and/or Medicare supplement insurance premiums that are in force at that time.

The converted value of the sick leave can only be applied to the payment of health insurance premiums. It has no cash value and is not transferable to another use.

#### **B1. Family Leave Act**

Following the receipt of input provided by the Union, the Board will adopt a plan which implements and complies with the family Leave and Medical Act.

#### **C. Jury Duty**

Employees shall be granted a leave of absence, with pay, for jury duty provided the wages paid by the Employer shall be reduced by any amount received for jury duty. The employee shall be allowed to keep any money paid by the Court for mileage and personal expenses. Should the employee be released from jury duty before 2:00 p.m., they shall promptly report for work with a reasonable amount of time granted for changing clothes.

#### **D. Military Service**

Any employee who requires a military leave, will, upon showing his orders to his immediate supervisor, be given a paid leave of absence for up to thirty (30) days (Iowa Code 29A.28), after which time such paid leave shall automatically terminate.

#### **E. In Service**

Employees shall be granted a paid leave of absence to participate in job related training at the direction of the Employer. The Employer shall be responsible for payment of all fees and expenses connected with the training in addition to the employee's wages.

#### **F. Civil Duty**

Employees who are subpoenaed in regard to a court action, will be granted sufficient leave to participate in such a proceeding. It is agreed that this provision shall not be applicable if the action is one involving the employee or the local Union as a party.

#### **G. Accumulated Time**

As of each July 1, each non-probationary employee shall earn accumulated time at the rate of four (4) days per year if they have 12 or less years of seniority and six (6) days per year if they have more than 12 years of seniority. Such days may be taken at any time with at least three (3) days' prior notice or less with mutual agreement. Such days may be accumulated up to 31 days. Prior accumulated days shall be retained and will not count towards the maximum accumulation. When an employee retires, such days will be paid.

#### **H. Contract Negotiations**

Up to three (3) designated Union representatives shall be released from work with pay, during normal working hours, for collective bargaining negotiations.

### **Section 4. Unpaid Leaves**

#### **A. Extended Leaves**

If an employee has used all available sick leave, vacation, compensatory time and accumulated time due to extended non work related illness (including pregnancy), the Employer shall grant a six (6) month leave of absence without pay. At the end of that six (6) month leave of absence without pay, another six (6) months leave of absence may be granted if medically necessary at the Employer's discretion.

#### **B. Union Leave**

Employees who are elected or appointed officials of the Union, shall, upon written request, be granted a leave of absence without pay for the term of office, not to exceed one (1) year.

Duly elected Union delegates or alternates to the annual conventions of AFSCME/Iowa Council #61 and the Iowa Federation of Labor, not to exceed two (2) employees, shall be granted time off without pay, not to exceed a total of five (5) work days annually to attend such conventions.

Duly elected Union delegates or alternates to the biennial conventions of the AFSCME International, not to exceed two (2) employees, shall be granted time off, without pay, not to exceed a total of five (5) workdays to attend said convention.

This time off may be charged to vacation or to leave without pay as the individual may designate.

The Union shall give the Employer at least ten (10) work days' advance notice of the employees who will be attending such functions whenever possible.

## **ARTICLE VIII**

### **Wages**

#### **Section 1. Wages**

Employees in the bargaining unit shall receive the appropriate wage called for in Exhibit "A" commencing on the first day of the pay period containing July 1, 2006, or their anniversary date, whichever is applicable.

Employees in the bargaining unit shall receive the appropriate wage called for in Exhibit "B" commencing on the first day of the pay period containing July 1, 2007, or their anniversary date, whichever is applicable.

Employees in the bargaining unit shall receive the appropriate wage called for in Exhibit "C" commencing on the first day of the pay period containing July 1, 2008, or their anniversary date, whichever is applicable.

#### **Section 2. Pay Period**

Employees shall be issued their paychecks on a Friday every two (2) weeks. The first paycheck of each month shall show the amount of the employee's accrued vacation and sick leave.

#### **Section 3. New Classification**

At such time as a new job classification is established, the Employer may designate its wage structure, which will be an appropriate topic for discussion at a meeting of the Labor Management Committee. The Employer will not combine Jobs in an individual Job posting.

#### **Section 4. Transportation**

Employees shall not be required to use their personal vehicles while on business for the Employer as transportation for such purposes will be provided.

#### **Section 5. Longevity**

The Employer agrees to pay all employees a longevity payment on his/her anniversary date after the employee has completed the years of service as follows:

For the contract year beginning July 1, 2006:

<u>Years of Service</u>	<u>Annual Longevity Pay</u>
5-9 years	\$ 290.00
10- 14 years	\$ 430.00
15- 19 years	\$ 580.00
20 - 24 years	\$ 720.00
25 or more years	\$ 860.00

For the contract year beginning July 1, 2007:

<u>Years of Service</u>	<u>Annual Longevity Pay</u>
5-9 years	\$ 400.00
10-14 years	\$ 600.00
15-19 years	\$ 800.00
20-24 years	\$1,000.00
25 or more years	\$1,200.00

The employer agrees to provide the longevity payment in a separate check.

## **ARTICLE IX**

### **Health and Safety**

#### **Section 1.**

The public Employer shall make all reasonable provisions for the safety and health of its employees.

#### **Section 2.**

Protective clothing such as hard hats, gloves, and goggles necessary to properly protect employees from injury and sickness shall be provided and maintained by the Employer.

The Employer shall provide approved safety glasses, where necessary, to employees without cost.

If prescription glasses are required, the cost of the eye examination and any new frames will be at the employee's expense.

#### **Section 3.**

There shall be established a Health and Safety Committee composed of two (2) members from management and two (2) members appointed by the Union. Such Committee shall meet on a quarterly basis for the purpose of reviewing and submitting recommendations concerning health and safety practices at a mutually agreeable time and place.

Recommendations of an economic nature shall be submitted to the Board of Supervisors for action. Union representatives shall be in pay status for all hours spent conducting the business of this Committee.

## **ARTICLE X**

### **Health and Medical Insurance**

#### **Section 1. Health and Medical**

The Employer agrees to provide health and medical insurance coverage pursuant to the policy administered by Blue Cross/Blue Shield, or an equivalent plan. The Plan calls for a \$500 deductible for employee single coverage and \$1,000 for family coverage. The plan also calls for 90/10 or 70/30 coinsurance, depending on caregiver selected, with a maximum of \$1,500 out-of-pocket expense per employee or \$3,000 for family coverage. In this regard, effective July 1, 1994, the Employer will pay all of the premium for the employee coverage and eighty-five percent (85%) of the difference between the premium for family/dependent coverage and the premium for single coverage. (This will result in the employees with family/dependent coverage contributing fifteen percent (15%)/month, through payroll deductions, toward the additional premium for dependent health insurance coverage.)

Additionally, the County will provide a prescription card that calls for a \$10.00 or \$15.00 or \$30.00 employee co-payment, (generic, name brand, or non-formulary), for prescription medication. The Plan also calls for a \$50 deductible for employee single coverage and \$100 for family coverage, with regard to prescription medication.

The employees who receive single coverage only shall also receive a non-taxable cash value life insurance annuity, to which the County will contribute \$34.41 per month (hereafter "Annuity"). This Annuity is only available to members of the bargaining unit on July 1, 1986 (hereafter "Eligible Employees"). Eligible Employees must demonstrate that they are single, have no dependent insurance obligation or have other health insurance to cover their dependent obligation as a condition of receipt of the Annuity. Any Eligible Employee who can meet these conditions can change his/her coverage to obtain the Annuity one time during the duration of this contract.

#### **Section 1a. National Medical Health Care**

If either State or Federal legislation relating to participation in a plan of national, state or regional health care or health insurance is passed prior to the expiration of this Agreement, the parties agree that the health and medical provisions of this Agreement shall terminate on the date on which such legislation becomes effective and that therefore the Board shall provide health benefits to employees in conformity with such legislation.

## **Section 2. Life Insurance**

The Employer agrees to provide a term life insurance policy in the amount of Twenty Five Thousand Dollars and no/100 (\$25,000.00) for all bargaining unit employees.

## **Section 3. Continuation of Insurance**

The Employer agrees that while an employee is on a leave of absence due to a work related injury covered by workmen's compensation, it shall continue to pay all of its portion of the insurance premiums until such time as the employee ceases to be employed by reason of quitting or the injury is deemed a permanent disability which inhibits the full performance of the employee's assigned duties.

The Employer agrees to pay its portion of all insurance premiums for an employee who is off the Job because of non work related injuries or illnesses during the period of absence for which they are utilizing sick pay or vacation pay. Thereafter, the employee shall have the obligation to pay such premiums on said insurance on a personal basis for as long as they are on a leave of absence.

# **ARTICLE XI**

## **Seniority**

Seniority is the length of an employee's continuous service within the County since his/her last date of hire.

## **Section 1. Probation Period**

Each new employee shall be considered as on probation for a period of one hundred eighty (180) days and may, at the discretion of the County Engineer, be extended for a period not to exceed one hundred eighty (180) days. The Union will be notified and may, if it chooses, meet with the County Engineer prior to extending the probationary period. Upon satisfactory completion of the probationary period, the employee will be entitled to all the rights and privileges granted all other full-time employees and his/her term of employment will start as of his/her employment date. During this probationary period, an employee may resign with no explanation required or right of appeal granted.

It is recognized that the Employer may on occasion have a situation where the skills, experience or education of an employee justifies starting them at a rate in excess of the stated starting rate of pay. In such case, the Employer shall present all of such information justifying such a wage rate to the Union and shall meet to fully discuss the matter. If the parties can agree upon the starting rate, that rate will be implemented. If the parties cannot agree upon a starting rate, the Employer may establish a reasonable rate as established in Exhibit "A". Should the Union feel that such a rate is not justified in light of the facts presented, it shall resort to the arbitration procedure.



## **Section 2. Seniority List**

Every twelve (12) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

## **Section 3. Breaks in Continuous Service**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. There shall be no deduction from continuous service for time lost which does not constitute a break in continuous service.

# **ARTICLE XII**

## **Promotions, Job Bidding, Layoffs, Recalls**

### **Section 1.**

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position. Whenever a permanent job opening occurs, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening describing the position shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the engineer. The Employer shall review the (a) physical skills, (b) training, experience and education; and seniority shall prevail if (a) and (b) are equal. Whenever possible, management shall notify the apparent successful bidder for a position within five (5) working days of the bid closing. An employee may only bid once to a similar or lower paid classification during the term of this Agreement.

### **Section 2.**

The Employer shall determine when and whether a position or classification is vacant and when it will be filled. The Employer shall also determine how many employees shall be in each classification.

### **Section 3.**

If it should become necessary in making a promotion to bypass an employee's seniority, as determined by the Employer, reasons for said by-pass shall be given, in writing, to the employee, with a copy to the Union. The matter may then be a subject for the grievance procedure.

#### Section 4.

A promoted or transferred employee shall be granted a ninety (90) day trial period to determine:

- a. His/her ability to perform the job; and
- b. His/her desire to remain in the job.

The employee shall immediately receive the rate for that Job when they are placed on the Job. The entire trial period need not be utilized if the Employer deems the employee qualified or not qualified in a shorter period of time. During the trial period, the employee shall have the opportunity to revert to his/her previous position. If in the opinion of the Employer the employee is unsatisfactory in the new position, the reasons will be given to the employee by the Employer with a copy to the Union.

#### Section 5.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off by classification in the inverse order of their seniority, provided all probationary and seasonal employees are laid off first. Employees who are laid off may exercise their seniority by completing a bumping form and delivering it to the County Engineer within four (4) working days after written notice of layoff. Thereafter, employees who are affected by the exercise of bumping rights by other employees, shall have forty eight (48) hours to exercise their bumping rights following written notice of the fact that they are affected by the layoff. Failure to exercise bumping rights in the required time shall terminate any rights to further utilization of seniority in this bumping system. Employees may bump only to an equal or a lower pay classification provided they must be qualified to perform the work. However, an employee may bump to a higher paid classification if, during the last five (5) years, the employee has satisfactorily operated the type of machine and/or performed the job to which the move is to be made for the Employer or for another employer.

In the event an employee in the prior provisions is not eligible to bump to a higher classification, the Employer shall meet and discuss his skills and abilities and if, in the Employer's sole and exclusive discretion, feels he has the equal to or superior skills to an employee with less seniority, the Employer may consent to such a bump and the decision to permit the bump shall not be the subject of a grievance or arbitration Procedure.

Employees may be recalled from layoff in the inverse order of which they were laid off from their classification. The Employer shall notify the laid off employee of the recall by certified mail to their last known address or by personal delivery of such a notice. Five (5) calendar days after mailing of the recall notice or delivery of the recall notice, the employee shall report to work. Failure to return within five (5) calendar days shall cancel their recall rights.

The employee is responsible for supplying the Employer with their current address. Recall rights shall be limited to one (1) year from the effective date of the layoff.

#### **Section 6.**

Employees assigned to work in a higher paying job classification on a temporary basis shall receive the pay of that classification. If assigned to work in a lower paying classification, they shall continue to receive the pay of their normally assigned classification.

#### **Section 7.**

In the event it becomes necessary to abolish a position, the affected employee will have the opportunity to use their seniority and bid to a lower classification or one that the employee formerly was employed in.

### **ARTICLE XIII Grievance Procedure**

#### **Section 1. Grievance and Arbitration Procedure**

Any dispute which may arise between the parties concerning a violation, misapplication or misinterpretation of this Agreement, shall be settled in the following manner:

STEP I. The Union steward, with or without the employee and/or staff representative, shall discuss the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward and/or staff rep. within two (2) working days.

STEP II. If the oral discussion fails to resolve the grievance, the grievance shall be presented, in writing, by the Union steward and/or staff representative to the County Engineer or other department supervisor, within fifteen (15) working days after the occurrence of the grievance. The County Engineer or other department supervisor shall respond to the Union steward and/or staff representative, in writing, within five (5) working days.

STEP III. If the grievance still remains unresolved, it shall be presented by the Union steward and/or staff representative to the Board of Supervisors or its delegated representative, in writing, within seven (7) working days after the response of the County Engineer is due. The Board of Supervisors or delegated representative shall respond, in writing, to the Union steward and/or staff representative (with a copy of the response to the local Union president) within ten (10) working days.

STEP IV. If the grievance is still unresolved, either party may, within fifteen (15) working days after the reply of the Board of Supervisors or delegated representative is due, by written notice to the other party, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested, by either or both parties, to provide a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The parties shall determine the first strike by a coin flip.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne by the Employer and Union equally. However, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such record to be made, providing it pays for the record and its copy of the record. The other party may request a copy of any such record at its own expense.

Failure by the charging party to comply with any time limitation shall constitute a withdrawal of the grievance.

Failure of the respondent to comply with any time limitation shall automatically move the grievance to the next step of the grievance system. The above times may be extended by mutual written agreement of the parties.

## **Section 2. Processing Grievances During Working Hours**

Grievances may be investigated, processed and presented during working hours. No more than one (1) steward shall be assigned to handle a grievance at any time.

The steward shall notify their immediate supervisor when they will be absent from their duties. The supervisor shall limit such activity to a reasonable amount of time, but may decline to allow such absence due to the workload, however, such a request shall not unreasonably be denied.

## **ARTICLE XIV Strikes and Lockouts**

### **Section 1.**

The Employer will not engage in a lockout or condone a strike, as prohibited by Sections 10 and 12 of the Act.

**Section 2.**

The Union will not engage in strikes or picketing as prohibited by Sections 10 and 12 of the Act.

**ARTICLE XV  
General Provisions**

**Section 1. Pledge Against Discrimination and Coercion**

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 2. Union Bulletin Boards**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area in which there are assigned two (2) or more employees. Such bulletin board is for the use of the Union. The Union shall limit its posting of notices and information to such bulletin boards.

**Section 3. Copies of Work Rules**

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days before they become effective. New employees shall be provided with a copy of the rules at the time of hire.

**Section 4. Access to Files**

The employee, or his designated representative, shall have access to any material entered into the employee's personal file by the Employer to the extent permitted by statute or rule of law.

**Section 5. Savings Clause**

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, section or portion thereof directly specified in the decision.

#### **Section 6. Officers and Process Agents**

The Union shall, at all times, provide the Employer with the current names and addresses of all local Union officers and all local Council and International Union agents for service of process. The Employer shall, at all times, provide the Union with the current names and addresses of all county officers and officials.

#### **Section 7. Visits by Union Representatives**

The Employer agrees that accredited representatives at the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business provided they shall not interfere with the performance of work by employees.

#### **Section 8. Labor/Management Committee**

The County Engineer and/or his representative will meet at least quarterly at times scheduled by mutual agreement, without loss of pay, with a Committee of the employees selected by the Union for the purpose of discussing issues other than grievances that would improve the relationship between the parties. The Labor/ Management Committee selected by the Union will consist of three (3) members.

#### **Section 9. Chemical Disclosure**

The Employer shall supply to the Union the generic names and composition of all chemicals which are used in the work place to kill or retard plant growth. This list shall be updated as chemicals are introduced or discontinued. It shall include the chemical name or chemical make-up of each substance corresponding to the common or trade name by which it is usually identified in the work place as well as any relevant safety data.

#### **Section 10. Subcontracting**

If the decision is made by the Employer to contract out or subcontract any work and such decision results in the loss of positions to the bargaining unit or layoff of bargaining unit members, the Employer, prior to instituting such decision, shall notify the Union of each proposed action. Before the action is implemented, the Union and the Employer shall meet and discuss alternatives for the purpose of attempting to avoid layoffs. The ultimate decision on such issue shall be Employer's and shall not be the subject of a grievance or arbitration procedure.

**ARTICLE XVI**  
**Termination**

This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until June 30, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, 270 days (October 1) prior to the anniversary date, that it desires to modify this Agreement. This Agreement shall remain in full force and be effective until a new Agreement is established.

IN WITNESS WHEREOF the parties hereto have set their hands this \_\_\_\_\_ day of December, 2005.

FOR THE UNION:

FOR THE EMPLOYER (Board):

\_\_\_\_\_  
Ryan Wohlers, Local President

\_\_\_\_\_  
Robert V. Smith, Chairman

\_\_\_\_\_  
Terry Oloff, Bargaining Committee Member

\_\_\_\_\_  
Rolland A. Roberts, Member

\_\_\_\_\_  
Larry D. King, Member

**EXHIBIT "A"**

**2006 – 2007**

**HOURLY RATE PAY SCHEDULE**

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>AFTER 12 MONTHS</b>
<b>I. LABORS</b>	<b>\$13.55</b>	<b>\$14.48</b>
<b>II. TRUCK DRIVERS</b>	<b>\$14.46</b>	<b>\$15.47</b>
<b>III. TRACTOR, PATROL AND DRAGLINE OPERATORS</b>	<b>\$15.35</b>	<b>\$16.39</b>
<b>IV. WELDERS</b>	<b>\$15.37</b>	<b>\$16.42</b>
<b>IV. MECHANICS</b>	<b>\$15.85</b>	<b>\$16.91</b>



**EXHIBIT "B"**

**2007 - 2008**

**HOURLY RATE PAY SCHEDULE**

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>AFTER 12 MONTHS</b>
<b>I. LABORS</b>	<b>\$14.10</b>	<b>\$15.06</b>
<b>II. TRUCK DRIVERS</b>	<b>\$15.04</b>	<b>\$16.08</b>
<b>III. TRACTOR, PATROL AND DRAGLINE OPERATORS</b>	<b>\$15.97</b>	<b>\$17.04</b>
<b>IV. WELDERS</b>	<b>\$15.99</b>	<b>\$17.07</b>
<b>V. MECHANICS</b>	<b>\$16.49</b>	<b>\$17.58</b>

**EXHIBIT "C"**

**2008-2009**

**HOURLY RATE PAY SCHEDULE**

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>AFTER 12 MONTHS</b>
<b>I. LABORS</b>	<b>\$14.59</b>	<b>\$15.59</b>
<b>II. TRUCK DRIVERS</b>	<b>\$15.57</b>	<b>\$16.65</b>
<b>III. TRACTOR, PATROL AND DRAGLINE OPERATORS</b>	<b>\$16.52</b>	<b>\$17.64</b>
<b>IV. WELDERS</b>	<b>\$16.55</b>	<b>\$17.67</b>
<b>V. MECHANICS</b>	<b>\$17.06</b>	<b>\$18.20</b>

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